Prior Ent. in file dated 1-28-72 L328 P627

No restrictions

TITLE DATA

Edward E. Broad & wf., Lucille M.
NAME OF GRANTOR

KIND OF INSTRUMENT	DATE OF INST.	DATE OF RECORD	LIBER	PAGE
Easement	4-12-73	6-8-73	346	525

KEYSTONE-SUTTONS BAY (NORTH-PORT) (KEYSTONE-MUNSON JCT.) 346 PAGE 525

Form 314 7-70

Pcl 6

N 27 N 28

EASEMENT

Edward E. Broad, also known as Edward Broad and Lucille M. Broad, his wife, 1003 Cass Road, Traverse City, Michigan

Grantor, in consideration of One and no/100 Dollars ($ 1.00) to him paid by CONSUMERS POWER COMPANY, a Michigan corporation, 212 W. Michigan Avenue, Jackson, Michigan, Grantee, receipt of which is hereby acknowledged, Conveys and Warrants to Grantee, its successors and assigns, Forever, the easement and right to erect, lay and maintain lines consisting of ~~towers~~, pole structures, poles, or any combination of same, wires, cables, conduits, crossarms and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and electric control circuits and devices on, over, under and across the following described land, including all public highways upon or adjacent to said land, which land is situate in the Township of Garfield, County of Grand Traverse, and State of Michigan, to-wit:

The West ½ of the Southwest ¼ of Section 27, and the Southeast ¼ of the Southeast ¼ of Section 28, all in Township 27 North, Range 11 West.

REGISTER'S OFFICE GRAND TRAVERSE CO., MICH.) SS RECEIVED THE 8th OF June 1973 AT 12:10P M

Gladys Cheeseman REGISTER

The center line of said line of ~~towers~~, pole structures, poles, wires, cables and conduits, on, over, under and across said land being described as:
Beginning on the West 1/8 line of Section 27, Township 27 North, Range 11 West, at a point not more than 40 feet North of the South 1/8 line of said Section; thence running in a Southwesterly direction to the West Section line of Section 27, at a point not more than 100 feet South of the said South 1/8 line; thence running in a Westerly direction not more than 100 feet South and along the South 1/8 line of Section 28, Township 27 North, range 11 West, to a point on the East 1/8 line of said Section 28.

Also conveying the full right and authority to Grantee, its successors, licensees, lessees or assigns, and its and their agents and employees, to enter at all times upon said premises for the purpose of constructing, repairing, removing, replacing, patrolling, improving, enlarging and maintaining such ~~towers~~, pole structures, poles and other supports or any combination of same, with all necessary crossarms, braces, guys, anchors, and transformers, and stringing thereon and supporting and suspending therefrom lines of wire, cables or other conductors for the transmission of electrical energy and electric control circuits and devices.

Also conveying the right to cut, trim, remove, destroy or otherwise control (1) all trees and brush on the land of the Grantor described in this easement within 36 feet on either side of the center line of the ~~towers~~, pole structures, poles and wires comprising said electric line, and (2) all trees in excess of 30 feet in height on the land of the Grantor described in this easement within 105 feet on either side of the center line of the ~~towers~~, pole structures or poles. It is expressly agreed that the complete exercise of the rights herein granted to cut, trim, remove, destroy or otherwise control trees and brush may be gradual and not fully completed for some time in the future. Grantee may enter upon said land, from time to time, to cut, trim, remove or otherwise control trees and brush as aforesaid.

It is expressly agreed that, for the protection of said electric line, no buildings or other structures will be placed within 36 feet on either side of the center line of the ~~towers~~, pole structures, poles and wires comprising said electric line. Grantee shall pay for all damage to crops arising out of the construction, operation and maintenance of the electric line.

It is expressly understood that nonuse or a limited use of this easement by Grantee shall not prevent Grantee from later making use of the easement to the full extent herein conveyed.

Where applicable, pronouns and relative words used herein shall be read as plural, feminine or neuter.

IN WITNESS WHEREOF, Grantor has executed this instrument ~~or has caused this instrument to be executed by its~~ _____ ~~President~~ this 12 day of April, 1973

WITNESSES:

R. B. McCullar
R. B. McCullar

Marian L. Polack
Marian L. Polack

Edward E. Broad
Edward E. Broad

Lucille M. Broad
Lucille M. Broad

MAPPED AND CHECKED

Prepared by R. B. McCullar, Consumers Power Co.
212 W. Michigan Ave., Jackson, Michigan

CONSUMERS POWER COMPANY

ACCOUNT NO. S79-D114-18 S79-D114-16 W.O. 8238

TRACT 16

MAP 11

MICHIGAN	Grand Traverse	Garfield
STATE	COUNTY	TOWNSHIP

MUNICIPALITY	SECTION	TOWN	RANGE
	27 28	T 27 N	R 11 W

PLAT OR AREA

BALANCE

TRANSFERS

AMOUNT

ITEMS OF COST

JOURNAL ENTRY

DATE

Form 3

TITLE DATA

CONSUMERS POWER COMPANY

TRACT 16 (Contd)

NAME OF GRANTOR

ACCOUNT NO.

MAP

KIND OF INSTRUMENT	DATE OF INST.	DATE OF RECORD	LIBER	PAGE

1-715

LIBER 346 PAGE 526

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
) ss.
County of Grand Traverse)

The foregoing instrument was acknowledged before me this 12th day of April, 19 73,
by Edward E. Broad and Lucille M. Broad

Roland B. McCullar
Notary Public, Kalamazoo County, Michigan
acting in Grand Traverse County, Mich.
My commission expires Nov 29, 1976

ROLAND B. McCULLAR
Notary Public, Kalamazoo County, Mich.
My Commission Expires Nov. 29, 1976

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
) ss.
County of)

The foregoing instrument was acknowledged before me this _____ day of _____, 19___,
by _____

_____
Notary Public, _____ County, Michigan
My commission expires _____

(CORPORATE ACKNOWLEDGMENT)

STATE OF MICHIGAN)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 19___,
by _____
President of _____, a _____
corporation, on behalf of the corporation.

_____
Notary Public, _____ County, Michigan
My commission expires _____

RETURN TO LAND & RIGHT-OF-WAY DEPT.
CONSUMERS POWER COMPANY
[illegible]